

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1 7	
2. AMENDMENT/MODIFICATION NO. 00002		3. EFFECTIVE DATE 05/04/2011		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt, MD 20771		CODE 210.5		7. ADMINISTERED BY (If other than Item 6) NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt, MD 20771		CODE 210.5	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(X)		9A. AMENDMENT OF SOLICITATION NO.	
				(X)		NNG11321993R	
						9B. DATED (SEE ITEM 11) 04/08/2011	
						10A. MODIFICATION OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this amendment to RFP NNG11321993R is to revise the following:

Attachment A, 3.1.4; Section L.15 (c) (7); Section L.17 (2); and Exhibit C-2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		S. Pauline Barrett	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	5-4-11

1. **Attachment A, 3.1.4 is hereby revised as follows as indicated by bolded text:**

3.1.4 Logistical and Utility Support

The Contractor is responsible for providing several logistical and utility functions in support of the operation of the GISS research facility. **These include: mail handling and pick-up and delivery within the facility and delivery of outgoing mail to USPS Post Offices; equipment inventory; intra-building movement of equipment and office furniture; logistical arrangements for conferences, meetings, and seminars.** The Contractor shall provide support and coordinate GISS facility operational activities with Columbia University and the General Services Administration, including building interior modifications and office reconfigurations. Outgoing mail is collected once a day from one or two deposit receptacles on each floor of the facility, prepared for mailing using a government postage meter, and taken to the USPS Post Office near the GISS building, with an average of fewer than 100 pieces per day. Incoming mail averaging approximately 500 pieces per day is received at the GISS facility lobby, sorted, and distributed once per day to individual employee mailboxes located on each floor of the facility. Contractor Project Manager is designated as the Property Custodian for GISS government-owned property and is thus responsible for ensuring that newly received equipment is tagged and entered into the inventory database; that inventory has at present approximately 300 accountable items. The Contractor is responsible for ensuring that the property inventory is updated as necessary and providing support to GSFC personnel in the triennial inventory validation. Movement of equipment and office furniture associated with office assignments or re-assignments are performed as needed, typically no more than 10 times per year.

The GISS facility has one conference room that can hold approximately 120 people and a smaller conference room appropriate for smaller groups of order 20-30. GISS typically hosts meetings or conferences of 1-3 days duration that require the larger conference room several times per year. The Contractor is responsible for logistics of audio-visual equipment set up, room layout, registration procedures including badge preparation, and coordination with lobby security personnel for visitor clearances. The smaller conference room is used for various meetings, estimated at 25-40 per year, many of which require similar logistical support, although often at a much reduced level compared to the larger conferences. In addition, the Contractor shall provide logistical support for occasional off-site conferences or workshops co-sponsored by GISS and experimental and observational research activities. Such off-site logistical support is required rather infrequently, probably averaging once every 1-2 years. The Contractor shall provide support in the development, implementation, and evaluation of community outreach and educational programs through the NYCRI and other initiatives.

2. Section L.15 (c) (7) is hereby revised as follows as indicated by bolded text:

Other Information to be Provided Provide a copy of a SBA approved joint venture agreement compliant with 13 CFR 124.513, if applicable. **If an 8(a) joint venture is proposed, the offeror should submit a Small Business Administration signed and approved joint venture agreement with submission of the proposal. If SBA has not approved the joint venture agreement at the time of proposal submission, the offeror shall describe its status in achieving joint venture approval from the Small Business Administration, including:**

- What companies are included in the joint venture?
- To which district SBA office was the application submitted?
- If not yet approved, what steps have you taken toward achieving approval by the anticipated contract award date (include applicable dates of each activity)?

SBA must approve a joint venture agreement prior to the award of an 8(a) contract on behalf of the joint venture. Award of the contract will only be made to an approved 8(a) company or 8(a) Joint Venture.

The SEB will perform an analysis to ensure no ostensible subcontract relationship has been proposed. The SBA Ostensible Subcontracting Rule Information will be evaluated to verify the offeror is eligible for award as a small business. If it appears an ostensible subcontract may have been proposed, the proposal evaluation may proceed until a final determination is made. The Government may request additional information to analyze. Offerors are advised that evidence of noncompliance with Provision L.15, SBA Ostensible Subcontractor Rule Information, or FAR 52.219-14, Limitations on Subcontracting, may result in elimination of the Offeror from further consideration for award at any time during the procurement process.

In accordance with NFS 1852.237-72, Access of Sensitive Information, Offerors shall provide a preliminary analysis of possible organizational conflicts of interest that might flow from the award of this contract. Within 30 days after contract award, the successful contractor shall submit for NASA approval a comprehensive Organizational Conflicts of Interest Avoidance Plan. This comprehensive plan shall incorporate any previous studies performed, shall thoroughly analyze all organizational conflicts of interest that might arise because the Contractor has access to other companies' sensitive information, and shall establish specific methods to control, mitigate, or eliminate all problems identified. The Contracting Officer, with advice from Center Legal Counsel, shall review the plan for completeness and identify to the Contractor substantive weaknesses and omissions for necessary correction. Once the Contractor has corrected the substantive weaknesses and

omissions, the Contracting Officer shall incorporate the approved plan into the contract, as a compliance document.

3. Section L.17 (2) is hereby revised as follows as indicated by bolded text:

2. Cost Proposal Format

(a) SUMMARY OF ESTIMATED COST AND FIXED FEE

Exhibit C-1 summarizes the elements of cost and fixed fee, by contract year, for the entire five year period based on bid labor and bid indirect burden rates.

(b) ELEMENT OF COST BY SOW WORK BREAKDOWN STRUCTURE (WBS) ELEMENT

Exhibit C-2 summarizes the elements of cost by SOW WBS Levels 3.1.1, 3.1.2, 3.1.3, 3.1.4, 3.1.5 and 3.2, for each contract year, based on bid labor and bid indirect burden rates.

(c) CONTRACTOR FISCAL YEAR TO CONTRACT YEAR RATE CONVERSION EXHIBIT

Exhibit C-3 summarizes the Offeror's bid rates for Overhead, G&A, and any "Other" indirect rate that the Offeror proposes. These rates are to be proposed in accordance with the Contractor's Fiscal Year and approved accounting system. Please note that the Contract Year Composite indirect rates shall match the rates proposed in Exhibit C-1 – SUMMARY OF ESTIMATED COST AND FIXED FEE.

(d) BASIS OF ESTIMATES (BOE)

The BOEs are for the potential five year period of performance. The Offeror shall give the **Government insight into the cost estimating thought processes and methodologies used by the Offeror in estimating the quantities of labor hours/costs, other direct costs, etc. required for successful performance by SOW WBS Levels 3.1.1, 3.1.2, 3.1.3, 3.1.4, 3.1.5 and 3.2.**

Emphasis should be placed on a description of the cost estimating processes and methodologies themselves, and how these relate to the technical approach described in the proposal. The information provided under this section, along with audit information, will be used to assess the cost realism aspect of Mission Suitability.

As a minimum, include the following information in the BOE in the format that is most convenient, preferably the format which shall be used for the actual contract performance:

- Narrative explaining how you arrived at your estimate of labor hours, including: if your estimate was based on similar program(s), in which case, identify and provide a brief reason why the programs are similar; a standard, in which case, identify the standard and explain if it is from the industry, your company, or a product; or engineering judgment, in which case, explain the philosophies used.

- Complexity factors utilized--all factors must be identified.
- Explain in detail how your Program Management and Administrative Support are costed. If direct, explain the estimating approach and assumptions (hours per year, percentage of direct labor hours or costs, etc.). If indirect, identify what pool each function is included.
- Use of any established cost-estimating relationships.
- How significant subcontracts were estimated. Please note if you have experience with the proposed subcontractor(s), if utilized. For any significant subcontract that has a potential estimated value in excess of the threshold stated in Section 1 instructions above, BOEs must be provided for that subcontract following the above specified format. The BOE for the significant subcontract must be imbedded within the prime contractor BOE in the appropriate sections.
- An explanation of how all computer services, equipment, and other direct costs were estimated.

BOEs shall be submitted by the Prime Offeror and shall include all subcontractor information. BOEs shall comply with the BOE page limitation set forth in PROPOSAL PREPARATIONS – GENERAL INSTRUCTIONS provision of this RFP.

(e) SUMMARY OF RECURRING OTHER DIRECT COSTS (ODCs)

Offerors shall complete Exhibit C-4 for any recurring ODCs (e.g. computer usage, program management, depreciation, administrative support, etc.) routinely bid on an established Cost Estimating Relationship (CER) in accordance with your approved accounting system. In this exhibit, the Offerors shall show the percentage, rate, and/or dollar amount used, as well as, a detailed explanation of the basis of application and estimating approaches and assumptions. If all recurring ODCs are included in your indirect expenses, **DO NOT** remove them from your indirect pools and include them in this exhibit. If you do not have any established CERs, insert "NONE" in this exhibit.

(f) OTHER DIRECT COSTS (ODCs)

Offerors shall complete Exhibit C-6 detailing the proposed other direct cost items and costs by contract year, by WBS Levels 3.1.1 – 3.2.

(g) SOURCE OF PERSONNEL

Exhibit C-7 shows the offeror's plans to obtain the required personnel for contract performance. The offeror shall show the total number of staff proposed for each position, how many are available from within the company, and how many will be newly hired.

(h) PROBABLE SUBCONTRACTS

Offerors shall complete Exhibit C-5 summarizing the activities that the offeror proposes to subcontract out.

(i) PHASE-IN PLAN

Offerors shall propose the total firm-fixed-price associated with the 30-day phase-in period, which will be performed under a separate, firm-fixed-price order. Exhibit C-8 shall be used to state the proposed price for the phase-in, which is expected to commence on or about December 1, 2011.

(j) PRODUCTIVE WORK YEAR CALCULATIONS

Exhibit C-9 summarizes the Contractor's productive work year and how it is calculated. If exempt and non-exempt employees are proposed, separate exhibits must be provided for each classification.

(k) FRINGE BENEFITS EXHIBITS

As addressed in the Mission Suitability Proposal instructions (Subfactor L.16), the offeror and all service subcontractors (as defined in paragraph (d) of NFS provision 1852.231-71) shall provide a detailed list of their fringe benefits and company estimated cost per hour, along with an itemization of the benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of the benefit in Exhibit C-10A and C-10B, Fringe Benefits Chart. Two exhibits shall be submitted, one containing the average of fringe benefit information for all the exempt labor categories and one containing the average of fringe benefit information for all the non-exempt labor categories.

(l) DCAA AND DCMA INFORMATION

Offerors shall complete Exhibits C-11A and C-11B and provide the requested information necessary to contact appropriate audit authorities regarding the Offeror's business systems, status of financial disclosures, negotiated forward pricing rates, etc. Offerors must ensure that the information provided is current and accurate.

(m) NON-PROPOSED COSTS

Non-proposed costs are the Government's best estimate of what the actuals will be. There will be no adjustment in the fee(s) of the contract should the actuals be different than these estimates, unless additional effort is added to the contract or there is a change to the contract under the Changes clause of this contract which impacts these estimates. These pre-established amounts are government estimates based on historical contract data. Offerors are instructed to include these costs in their proposals.

4. Exhibit C-2 is hereby revised as follows as indicated by bolded text:

Proposing Entity:

RFP NNG11321993R

EXHIBIT C-2
ELEMENTS OF COST BY SOW WORK BREAKDOWN STRUCTURE (WBS)
Contract Year _____, WBS _____

Elements of Cost	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5	TOTAL
DIRECT LABOR HOURS						
Prime Hours (List by Labor Category)						
Significant Subcontractor Hours (List by Labor Category)						
TOTAL PRIME AND SUB LABOR HOURS						
DIRECT LABOR COSTS:						
Prime Labor Costs (List by Labor Category)						
TOTAL PRIME AND SUB LABOR COSTS						
OVERHEAD:						
TOTAL OVERHEAD COSTS						
OTHER DIRECT COSTS						
Material	\$290,000	\$300,000	\$310,000	\$330,000	\$340,000	\$1,570,000
Subcontracts						
Travel	\$12,000	\$12,000	\$13,000	\$13,000	\$13,000	\$63,000
Other (list)						
TOTAL ODC						
Subtotal Cost						
G&A						
TOTAL ESTIMATED COST						
FIXED FEE PERCENTAGE						
FIXED FEE						
TOTAL COST PLUS FIXED FEE						

*List each subcontractor separately by name. Significant subcontracts exceed 25% of the total estimated cost. Offerors may adjust elements of cost to be consistent with your current accounting system.